EXHIBIT B

AGREEMENT

This agreement is between Daniele International, Inc., of Davis Drive, P.O. Box 106, Pascoag, Rhode Island 02859-0106, referred to herein as "Daniele," and the Consorzio del Prosciutto di San Daniele, of Via Umberto I, 33038 San Daniele del Friuli (UD), Italy, referred to herein as "the Consorzio." The agreement is effective on the last date signed by the parties.

This agreement replaces and supersedes the agreement executed by or on behalf of the parties dated August 6, 2003.

The parties wish to resolve their differences concerning their respective trademarks and trade names, and to use their respective marks and names in harmony, with each giving full respect to the rights and privileges of the other, and to prevent confusion in the minds of customers regarding the identification and geographical location of the two parties' goods.

The parties also wish to resolve the opposition by the Consorzio to the application of Daniele for federal registration of the DANIELE trademark, Opposition No. 91154652.

The parties also wish to resolve and dismiss the complaint and counterclaim presently pending in the United States District Court, District of Rhode Island, C.A. No. 03-512ML.

The parties therefore agree as follows:

1. This agreement shall apply to the sale of goods in the United States. The agreement shall not apply to exports from the United States.

2. Daniele has adopted the fictitious name Daniele, Inc. In connection with the sale of prosciutto and ham, Daniele may use, including in its logo, "Daniele, Inc." or other corporate name or fictitious name that does not include the word "International," the word "Prosciutto," or any other term that is likely to cause confusion with San Daniele.

3. Daniele shall not oppose or challenge the right of the Consorzio to use the name San Daniele or the trademark PROSCIUTTO DI SAN DANIELE in connection with the sale of prosciutto.

4. The Consorzio shall not oppose or challenge the right of Daniele to use the DANIELE word or logo trademarks on meat products except as set forth in paragraphs 5 and 6.

5. Daniele shall cease its use of the DANIELE word and logo trademarks in connection with the sale of prosciutto and ham and shall use a different

trademark, bearing no resemblance to "San Daniele," for the sale of prosciutto and ham. Daniele may use the word "prosciutto" as a product designator on labels and advertising or marketing materials for prosciutto. The parties agree that this provision does not preclude the use of the DANIELE word or logo trademarks on goods, including but not limited to salami, sausage, capocollo and mortadella, merely because they contain ham as an ingredient.

6. On all labels for prosciutto on which appear Daniele, Inc. or other corporate or fictitious name and Daniele's trademark for prosciutto, Daniele, Inc. or such other name shall be in letters no larger than one-fourth the size of the letters of said trademark. Subject to this requirement, as an example, Daniele may use the logo shown in Exhibit A to this Agreement.

7. Except for goods that Daniele imports from outside the United States and serves as distributor within the United States, as to prosciutto Daniele shall prominently indicate on all labels and in all advertising and marketing materials that its goods are made in the United States.

8. Daniele shall not, after the effective date of this agreement, print or reprint any advertising or marketing materials, or make any written or oral representations, which state or imply that Daniele's goods are made in San Daniele, Italy, or that such goods comply with the standards of the Consorzio, or that Daniele is in any way connected to or affiliated with the Consorzio, or that the Consorzio or anyone in San Daniele, Italy has authorized or approved goods sold by Daniele. To the extent that any advertising or marketing materials currently exist within the control of Daniele which do not comply with the undertaking contained in the previous sentence, such materials will not be used by Daniele after January 31, 2005; provided that Daniele may use existing labels for prosciutto through and including June 30, 2005.

9. To ensure compliance with the preceding paragraphs, for two years after the execution of this agreement, the Consorzio shall have the right to request samples of all new advertising and marketing materials prepared by Daniele, including product labels, catalogs, Internet Web pages, and other advertising and marketing materials.

10. The parties shall endeavor to avoid confusion between their trademarks and trade names.

11. The Parties represent and agree that they will use their best efforts to prevent third parties from using "San Daniele," "Daniele" or any similar trademark, trade name, design or trade dress on prosciutto sold in the United States. In the event one of the Parties decides to initiate any legal proceeding in the United States against any third party for unfair competition or infringement of its trademark or other intellectual property rights related to its trademark, (a) such Party will notify the other party in writing and (b) the other Party agrees to provide

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reasonable cooperation before any formal legal proceeding is started and as needed during the course of such proceeding. Reasonable cooperation shall include the production of documents and up to 20 hours of time from the other Party's representatives at no charge to the Requesting Party except for the reimbursement of reasonable out-of-pocket expenses such as travel and copying costs, but not including attorney's fees.

12. Within 10 days of the execution of this agreement, Daniele shall pay to the Consorzio $75,000 (seventy-five thousand U.S. dollars).

13. Upon payment of the $75,000 (seventy five thousand U.S. dollars), the complaint and counterclaim presently pending in United States District Court, C.A. No. 03-512ML shall be dismissed with prejudice. The parties hereby release each other from all claims asserted or that could have been asserted by the parties, except for the obligations contained in this agreement.

14. Within thirty days after the effective date of this agreement, Daniele with the Consorzio's consent will amend its federal application to register the DANIELE trademark to eliminate prosciutto from the application and, subject to the entry of the consented amendment, the Consorzio will withdraw its opposition to the application with prejudice.

15. The Parties agree that in the event of any breach or threatened breach by the other Party, the non-breaching Party may obtain, in addition to any other legal remedies that may be available, such equitable relief as may be necessary to protect the non-breaching Party against any such breach or threatened breach. In any such proceeding arising under this agreement, the prevailing party shall be entitled to recover the costs of the proceeding, including but not limited to reasonable attorneys' fees.

16. Each Party represents and warrants to the other Party that (1) it has full right, power and authority to enter into and perform this Agreement, (2) it is under no contractual or other obligation or restriction nor will it assume any contractual or other obligation or restriction that would in any way interfere or be inconsistent with, or present a conflict of interest concerning, the Party's obligations under this Agreement; and (3) this Agreement has been duly authorized, executed and delivered and constitutes the valid and binding obligation of each Party and its successors and affiliates and is enforceable in accordance with its terms.

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17. This agreement may be signed in counterparts, each of which together shall constitute one and the same agreement.

Dated: March 25, 2005

Consorzio del Prosciutto di San Daniele

By: ____________________
Name: Dante Bagatto
Title: Vice-President

Witnessed By: ____________________

Name: Carlo Zuccolo

Dated: March __, 2005

Daniele International, Inc.

By: ____________________
Name: Stefano Dukcevich
Title: President

Witnessed By: ____________________

Name: ____________________

PRESIDENTIAL™

Prosciutto

Not Drawn to Scale

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Exhibit A